

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF DELAWARE

WILLIAM JOSEPH WEBB, JR.,	:	
	:	
Plaintiff,	:	
	:	
v.	:	C. A. No. 07-31 – GMS
	:	
FIRST CORRECTIONAL MEDICAL,	:	
CORRECTIONAL MEDICAL SERVICES,	:	TRIAL BY JURY OF TWELVE
GOVERNOR RUTH ANN MINNER,	:	DEMANDED
COMMISSIONER STANLEY W.	:	
TAYLOR, BUREAU CHIEF PAUL W.	:	
HOWARD, MS. GINA WOLKEN,	:	
DR. ALIE, DR. NIAZ, DR. JOHN DOE,	:	
DR. JANE DOE, CORRECTIONAL	:	
MEDICAL SERVICES GRIEVANCE	:	
HEARING STAFF, MS. ROSALIE	:	
VARGAS, JOHN DOE, AND JANE DOE,	:	
	:	
Defendants.	:	

AMENDMENT TO DEFENDANTS' CORRECTIONAL MEDICAL SERVICE,
MUHAMMED NIAZ, M.D., SITTA GOMBEH-ALIE, M.D. RESPONSE TO
PLAINTIFF'S LETTER DATED APRIL 17, 2008 AND CROSS MOTION TO STRIKE
{Related Docket #106}

COMES NOW Defendants Correctional Medical Services (CMS), Muhammed Niaz, M.D.

(Niaz) and Sitta Gombeh-Ali, M.D. (Ali) to hereby submit amendment to the response to plaintiff's letter dated April 17, 2008 and cross motion to strike (DI 106) that was filed on May 2, 2008 as follows:

1. Defendants CMS, Niaz and Alie incorporates as if fully set forth herein the contents of DI 106 and hereby adds to said docket a copy of **Exhibit "A"** which was inadvertently omitted from the original filing on May 2, 2008.

2. No other changes to DI 106 are being made in this filing.

WHEREFORE, CMS, Niaz, and Ali respectfully request that Exhibit A attached hereto be fully incorporated into DI 106 that was filed on May 2, 2008.

Marks, O'Neill, O'Brien & Courtney, P.C.

By: /s/ Eileen M. Ford
Eileen M. Ford, Esquire/ID No. 2870
Megan T. Mantzavinos, Esquire/ID No. 3802
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Wilmington, DE 19801
(302) 658-6538
Attorneys for Defendants, CMS, Alie & Niaz

Dated: 5/5/08

EXHIBIT "A"

INSURANCE

type of policy on which the payment.

ensive welfare plan established in nature, and reads the cost of benefits rather than on individual. nment began to use social with the passage of the sic federal and state ap. presently in use are: Old, Insurance (i.e. social aid, unemployment insurance.

of insurance in which the dollar between life insurance for the benefit of the

Type of insurance in from time to time at the

Form of insurance which which protects the insured s, agents and the public.

life insurance having no and generally furnishing specified or limited percy is usually renewable nvertible life; Decreasing ncome; Group term; Re-

ied by a title company senting the state of that y of its search against e against loss or damage

e of title to a particular enforcement of liens exist- insurance. This form of haser of the property or e, and is furnished by

for the purpose, and stracts or duplicates of examiners, and prepare

sorts. A "certificate of y is merely the formal- a of the company's ex-

e and perfect (or other- ny is liable only for a . the part of its examine-

e" warrants the validi- ents. It is not always insurance and a "guar-

mpany, except that in nit of liability is fixed ase the undertaking is

sulting from defect or : title letter.

s of which consists in cies.

employment insurance. Form of taxation collected business to fund unemployment payments and

risk insurance. Insurance offered by the federal ment to protect persons against wartime loss of s and property on the high seas, and death or while in the armed forces. Insurance covering age caused by acts of war. War risk insurance s to those contracts which were brought into being by the United States government during the first World War to replace ordinary life and accident insurance which was no longer available to those in the hazardous occupation of military service. See also National service life insurance, above.

Worker's compensation insurance. Type of protection purchased by employers to cover payments to employees who are injured in accidents arising out of and in the course of their employment; governed by statutes in all jurisdictions. See also Employer's liability insurance, above.

Other Insurance Terms

Aviation clause. Insurance clause limiting the liability of the insurer in case of death or injury is connected in a specified degree with aviation.

Blanket policy. Policy covering more than one type of property in one location, or one or more types of property at more than one location.

Claims made policy. Under this type policy the insured is indemnified for claims made during the policy period regardless of when the acts giving rise to those claims occur. Appalachian Ins. Co. v. Liberty Mut. Ins. Co., C.A.Pa., 676 F.2d 56, 59. Also called "discovery" policy. Compare Occurrence policy, below.

Comprehensive coverage. A simple and convenient form of indemnity now commonly available in contracts of automobile insurance. It includes not only the conventional coverages against loss caused by fire, theft, wind, water, or malicious mischief, but is generally designed to protect against all damage to the insured vehicle except collision or upset.

Concurrent insurance. That which to any extent insures the same interest against the same casualty, at the same time, as the primary insurance, on such terms that the insurers would bear proportionately the loss happening within the provisions of both policies.

Contract of insurance. See Contract of insurance.

Discovery policy. See Claims made policy, above.

Double insurance. See Double.

Excess insurance. See Excess insurance, above.

General and special insurance. In marine insurance, a general insurance is effected when the perils insured against are such as the law would imply from the nature of the contract considered in itself and supposing none to be specified in the policy. In the case of special

insurance, further perils (in addition to implied perils) are expressed in the policy.

Insurance adjuster. One undertaking to ascertain and report the actual loss to the subject-matter of insurance due to the peril insured against. The adjuster also settles claims against the insurer. Such adjuster may be employed either by the insurer or the insured. See Adjuster.

Insurance agent. Person authorized to represent insurer in dealing with third parties in matters relating to insurance. Travelers Indem. Co. v. National Indem. Co., C.A.Minn., 292 F.2d 214, 219. An agent employed by an insurance company to solicit insurance business. Agents of insurance companies are called "general agents" when clothed with the general oversight of the companies' business in a state or large section of country, and "local agents" when their functions are limited and confined to some particular locality. See also Insurance broker, below.

Insurance binder. A memorandum of the insurance coverage agreement. It extends temporary protection pending issuance of the formal policy, while the insurer is investigating the risks and setting appropriate premium rates. Blackburn v. Crum & Forster, C.A.Tex., 611 F.2d 102, 103.

Insurance broker. One who acts as middleman between insured and company, and who solicits insurance from public under no employment from any special company and places order of insurance with company selected by insurer or, in absence of any selection, with company selected by such broker. Broker is agent for insured though at same time for some purposes he may be agent for insurer, and his acts and representations within scope of his authority as such agent are binding on insured. An "insurance agent" is tied to his company, whereas an "insurance broker" is an independent middleman not tied to a particular company. Osborn v. Ozlin, Va., 310 U.S. 53, 60 S.Ct. 758, 761, 84 L.Ed. 1074.

Insurance commissioner. A public officer in most states, whose duty is to supervise the business of insurance as conducted in the state by foreign and domestic companies, for the protection and benefit of policy-holders, and especially to issue licenses, approve rates, make periodical examinations into the condition of such companies, and receive, file, and publish periodical statements of their business as furnished by them.

Insurance company. A corporation or association whose business is to make contracts of insurance. They are generally either mutual companies or stock companies. A "mutual" insurance company is one whose fund for the payment of losses consists not of capital subscribed or furnished by outside parties, but of premiums mutually contributed by the parties insured, or in other words, one in which all persons insured become members of the association and contribute either cash or assessable premium notes, or both, to a common fund, out of which each is entitled to indemnity in case of loss. A "stock" company is one organized according to the usual form of business corporations, having a capital

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VARGAS, JOHN DOE, AND JANE DOE,

Defendants.

CERTIFICATE OF SERVICE

I, **Eileen M. Ford, Esquire**, hereby certify that on May 5, 2008, I electronically filed the **Amendment Defendants' Correctional Medical Service, Muhammed Niaz, M.D., Sitta Gombah-Alie, M.D., Response to Plaintiff's Letter Dated April 17, 2008 and Cross Motion to Strike** with the Clerk of Court using CM/ECF which will send notification of such filing(s) to the following: Catherine Damavandi, Esquire. I have served via first class mail two copies of foregoing to the Pro Se Plaintiff:

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